

**GLUCK LAW FIRM**

Jeffrey S. Gluck (SBN 304555)  
jeff@gluckip.com  
16950 Via De Santa Fe  
Rancho Santa Fe, California 92067  
Telephone: (310) 776-7413

**DONIGER / BURROUGHS**

Scott Alan Burroughs (SBN 235718)  
scott@donigerlawfirm.com  
Frank R. Trechsel (SBN 312199)  
ftrechsel@donigerlawfirm.com  
603 Rose Avenue  
Venice, California 90291  
Telephone: (310) 590-1820

Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

Ryan Weston Shook, an individual,  
professionally known as SABER,

Plaintiff,

v.

Atallah Group US Inc., a Delaware  
Corporation, individually and doing  
business as SSENSE; 909 S. Santa Fe  
Ave., LLC, a California LLC; and DOES  
1-10,

Defendants.

Case No.:

**PLAINTIFF'S COMPLAINT FOR:**

**VIOLATION OF THE VISUAL  
ARTISTS RIGHTS ACT (VARA)  
AND RIGHTS OF INTERGRITY  
(17 U.S.C. § 106A)**

Jury Trial Demanded

1 Plaintiff, Ryan Weston Shook, by and through his undersigned attorneys,  
2 hereby prays to this honorable Court for relief based on the following:

3 **INTRODUCTION**

4 1. Plaintiff Ryan Weston Shook is an individual who has also gone by  
5 SABER (“hereinafter “Saber”).

6 2. Saber is a renowned street and graffiti artist whose work has been  
7 frequently displayed in public places, galleries, and exhibitions around the world,  
8 including being commissioned by the Los Angeles County Museum of Natural  
9 History, as well as in numerous online features, profiles, and publications. Saber has  
10 gained international fame and recognition for his original and distinctly stylized  
11 street art and for painting the world’s largest graffiti piece on the bank of the Los  
12 Angeles River in 1996 which was visible and documented by satellites in space.

13 3. Saber created an original mural (“Subject Mural”) in Los Angeles at 909  
14 South Santa Fe Avenue (“Mural Property”), alongside another artist’s work, in Los  
15 Angeles, California. The Subject Mural depicts an expansive and vibrant array of  
16 colors and motifs created in Saber’s iconic style. The Subject Mural has been  
17 widely publicized and featured in numerous online articles and publications and has  
18 become a recognizable and distinct feature within the city.

19 4. On information and belief it is alleged that 909 S. Santa Fe Ave, LLC  
20 (the “909 LLC”) owns, operates, or otherwise controls the property on which the  
21 Subject Mural appeared before it was destroyed.

22 5. On information and belief it is alleged that fashion retail company  
23 SSENSE, a subsidiary of Atallah Group US Inc. (“SSENSE”), commissioned an  
24 advertisement (“Offending Advertisement”) on the Mural Property that distorted,  
25 mutilated, modified, and/or destroyed virtually all of the Subject Mural.

1           6.     On information and belief, it is alleged that Defendants, and each of  
2 them, or entities directed and authorized by one or more of the Defendants  
3 unlawfully, and without Saber's authorization, painted over, covered, and otherwise  
4 partially destroyed the Subject Mural to create the Offending Advertisement.

5           7.     Saber brings this claim to seek redress for this unauthorized and unlawful  
6 destruction of his original artwork. Defendants have permanently covered Saber's  
7 artwork without authorization, as set forth herein.

8           8.     Plaintiff owns the copyright for the Subject Mural.

9           9.     Saber did not consent to the modification, alteration, distortion,  
10 destruction, and/or use of his Subject Mural as complained of herein.

11          10.    The destruction of Saber's artwork without his consent as set forth herein  
12 violates his exclusive rights in his work as set forth in 17 U.S.C. 106A.

13          11.    Defendants, and each of them, have enjoyed a financial benefit by  
14 creating, commissioning, sanctioning, and employing the Offending Advertisement  
15 to appeal to, interest, or lure customers to purchase their products online or at their  
16 retail location(s) by advertising their brand.

### 17                               **JURISDICTION AND VENUE**

18          12.    This action arises under section 106(a) of the Copyright Act of 1976, Title  
19 17 U.S.C., §§ 106A, *et seq.*

20          13.    This Court has federal question jurisdiction under 28 U.S.C. § 1331 and  
21 1338 (a) and (b).

22          14.    Venue in this judicial district is proper under 28 U.S.C. § 1391(c) and  
23 1400(a) in that this is the judicial district in which a substantial part of the acts and  
24 omissions giving rise to the claims occurred.

### 25                               **PARTIES**

26          15.    Saber is an individual currently residing in Los Angeles, California.  
27  
28

1           16. On information and belief it is alleged that Defendant SSENSE is a  
2 Delaware corporation with its principal place of business at 100 Crosby Street, Suite  
3 306, New York, New York, 10012 and is doing business in and with this District and  
4 the State of California.

5           17. On information and belief it is alleged that 909 LLC is a California LLC  
6 doing business in and with the state of California.

7           18. Saber is informed and believes and thereon alleges that Defendants  
8 DOES 1 through 10, are other parties not yet identified, including potential business  
9 entities with which Defendants coordinated and conspired with to paint over,  
10 mutilate, modify, and otherwise destroy the Subject Mural, who have infringed  
11 Plaintiff's copyrights, have contributed to the infringement of Plaintiff's copyrights,  
12 or have engaged in one or more of the wrongful practices alleged herein. The true  
13 names, whether corporate, individual or otherwise, of Defendants 1 through 10,  
14 inclusive, are presently unknown to Plaintiff, which therefore sue said Defendants by  
15 such fictitious names, and will seek leave to amend this Complaint to show their true  
16 names and capacities when same have been ascertained.

17           19. Saber is informed and believes and thereon alleges that at all times  
18 relevant hereto certain of the Defendants was the agent, affiliate, officer, director,  
19 manager, principal, alter-ego, and/or employee of certain of the remaining  
20 Defendants and was at all times acting within the scope of such agency, affiliation,  
21 alter-ego relationship and/or employment; and actively participated in or  
22 subsequently ratified and adopted, or both, each and all of the acts or conduct alleged,  
23 with full knowledge of all the facts and circumstances, including, but not limited to,  
24 certain knowledge of one or more of the violations of Saber's rights and the damages  
25 to Saber proximately caused thereby.

26           20. Saber is informed and believes and thereon alleges that one or more of  
27 the DOE Defendants are outdoor advertising and marketing companies responsible  
28

1 for entering into the transaction that resulted in the destruction of the Subject Mural  
2 and for engaging in or directing the acts that resulted in the destruction of the Subject  
3 Mural.

4 **CLAIMS RELATED TO PLAINTIFF'S SUBJECT MURAL**

5 21. Saber created and owns all rights in the Subject Mural.

6 22. Saber is informed and believes and thereon alleges that SSENSE, a  
7 clothing retailer, commissioned and approved the Offending Advertisement that  
8 substantially destroyed the Subject Mural on the Mural Property with the purpose of  
9 attracting customers to its website and retail locations.

10 23. On information and belief, it is alleged that SSENSE commissioned,  
11 directed, and/or hired certain Doe Defendants to create, develop, and install the  
12 Offending Advertisement in the Los Angeles Arts District, where the Mural Property  
13 is located, to interest customers in their products, as SSENSE purports to appeal to  
14 customers who are interested in “luxury labels, emerging designers, and streetwear  
15 brands.”

16 24. On information and belief it is alleged that 909 LLC entered into one or  
17 more of the transactions that resulted in the destruction of the Subject Mural.

18 25. The Subject Mural was effectively destroyed by the creation and  
19 placement of the Offending Advertisement with no regard to, and in violation of,  
20 Saber’s rights of artistic integrity.

21 26. The Offending Advertisement is displayed on the wall of the Mural  
22 Property and is displayed to the general public. Non-inclusive exemplars of the  
23 Offending Advertisement and the Subject Mural are depicted hereinbelow:  
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25  
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28

**Subject Mural:**



**Offending Advertisement**



27. Defendants, and each of them, without the consent of Plaintiff, distorted, mutilated, and modified the Subject Mural as part of their online advertising and



1 promotion, as seen in the non-exclusive exemplar<sup>1</sup> social media post below, which  
2 promotes their brand:<sup>2</sup>

3 **SSENSE's Instagram Post:**



24

25

26 <sup>1</sup> <https://www.instagram.com/ssense/p/C0FOaQ-sbNL/>

27 <sup>2</sup> On information and belief it is alleged that the “ssense” Instagram account is  
28 SSENSE’s propriety account and/or an account that SSENSE controls or operates.

1  
2 28. Prior to the acts complained of herein, Plaintiff Saber created and  
3 publicly displayed the Subject Mural, including through the Subject Mural's  
4 prominent public location, as a work of community-facing art.

5 29. On information and belief, Plaintiff alleges Defendants have willfully  
6 distorted, mutilated, modified, and destroyed the Subject Mural for financial benefit  
7 by, without limitation, authorizing, facilitating, approving and/or financially  
8 benefitting from the destruction of the Subject Mural to create the Offending  
9 Advertisement. The aforementioned acts included, without limitation, painting over  
10 and altering the elements of the Subject Mural by painting a large white rectangle, a  
11 large black rectangle and adding marketing language on top of the Subject Mural,  
12 permanently defacing and irreparably damaging the Subject Mural.

13 30. Upon information and belief, Saber alleges that Defendants, and each of  
14 them, had actual knowledge of the existing Subject Mural and intentionally, willfully,  
15 recklessly, and/or negligently destroyed the Mural despite such knowledge.

16 31. Saber has not in any way authorized Defendants, or any of them, to  
17 distort, mutilate, modify, alter, or otherwise destroy any portion of the Subject Mural.

18 **FIRST CLAIM FOR RELIEF**

19 (For Violations of 17 U.S.C. § 106A ("VARA") – Against all Defendants, and Each)

20 32. Plaintiff Saber repeats, re-alleges, and incorporates herein by reference as  
21 though fully set forth, the allegations contained in the preceding paragraphs.

22 33. Saber is the author of the Subject Mural work of visual art, located at 909  
23 South Santa Fe Avenue, Los Angeles, California 90021. Saber owns all rights, title  
24 and interest in and to the Subject Mural.

25 34. On information and belief, Saber alleges that the Subject Mural is a work  
26 of recognized public stature and Defendants altered, distorted, deformed, mutilated,  
27



1 modified, and/or defaced the Subject Mural to create the Offending Advertisement in  
2 violation of the Visual Artists' Rights Act, codified at 17 U.S.C. § 106A ("VARA").

3 35. On information and belief Plaintiff alleges that the purpose of VARA is  
4 to protect two moral rights of artists—the rights of "integrity" and "attribution" and it  
5 allows Plaintiff to prevent the (1) removal of his attribution information from his  
6 work and the (2) alteration, modification, distortion, deformation, and/or mutilation  
7 of his work.

8 36. On information and belief Plaintiff Saber alleges that Defendants, and  
9 each of them, as alleged herein intentionally committed, or authorized the intentional  
10 commission of, the physical defacement, mutilation, alteration, or destruction of the  
11 Subject Mural in a manner that is injurious to Plaintiff's honor, integrity, and position  
12 in the industry. The aforementioned acts included, without limitation, painting over  
13 and altering elements of the Subject Mural and adding a marketing slogan and the  
14 SSENSE logo on top of the Subject Mural.

15 37. On information and belief Plaintiff alleges that the aforementioned  
16 modifications or alterations to the Subject Mural were the result of at least gross  
17 negligence.

18 38. The Subject Mural is a work of "visual art" as that term is used in Section  
19 106A because it is an original work of visual art of recognized stature and quality and  
20 has received public recognition within the relevant community.<sup>3</sup>

21 39. At the time of the creation of the Subject Mural, the owner of the  
22 building and property on which the Subject Mural appears, and/or their agent,  
23 authorized the creation of the Subject Mural.

24  
25  
26 <sup>3</sup> See, e.g., Saber and Zes of the Seventh Letter/MSK Paint a New Mural in  
27 Downtown LA, Hypebeast, October 26, 2015, [https://hypebeast.com/2015/10/saber-](https://hypebeast.com/2015/10/saber-zes-downtown-la-mural)  
28 [zes-downtown-la-mural](https://hypebeast.com/2015/10/saber-zes-downtown-la-mural) (last visited on January 29, 2024)



- 1 d. That Plaintiff be awarded its costs and attorneys' fees to the extent they are  
2 available under the Copyright Act U.S.C. §§ 505 and 17 U.S.C. § 106A, *et*  
3 *seq.*  
4 e. That a trust be entered over all infringing uses of the Subject Mural, and all  
5 profits realized through the sales and distribution of said work;  
6 f. That the Court assess punitive damages against Defendants sufficient to  
7 punish them from engaging in similar conduct in the future;  
8 g. That Plaintiff be awarded pre-judgment interest as allowed by law;  
9 h. That Plaintiff be awarded the costs of this action; and  
10 i. That Plaintiff be awarded such further legal and equitable relief as the Court  
11 deems proper.

12 Plaintiff demands a jury trial on all issues so triable pursuant to Fed. R. Civ. P.  
13 38 and the 7<sup>th</sup> Amendment to the United States Constitution.

14 Respectfully submitted,

15  
16 Dated: January 31, 2024

16 By: /s/ Jeffrey S Gluck  
17 Jeffrey S. Gluck, Esq.  
18 GLUCK LAW FIRM  
Attorneys for Plaintiff

19 Dated: January 31, 2024

19 By: /s/ Scott Alan Burroughs  
20 Scott Alan Burroughs, Esq.  
21 Frank R. Trechsel, Esq.  
22 DONIGER / BURROUGHS  
Attorneys for Plaintiff